

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. MARK ALLAN DALE,)	
2. LARK LAVONNE DALE,)	
)	
Plaintiffs,)	
)	
v.)	Case No. CIV-13-658-C
)	
1. SAFECO INSURANCE)	
COMPANY OF AMERICA, A Foreign)	
For Profit Insurance Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, are residents of the state of Oklahoma

2. Defendant, Safeco Insurance Company of America, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of New Hampshire.

3. The principal place of business for Defendant, Safeco Insurance Company of America, is within the state of New Hampshire.

4. The Defendant, Safeco Insurance Company of America, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto the Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, owned property located at 6903 Trenton, in Nichols Hills, Oklahoma.

8. On or about May 29, 2012, Plaintiffs' home was damaged as the result of hail.

9. At all times material hereto, Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, were insured under the terms and conditions of a homeowners insurance policy, policy number OY6976156, issued by the Defendant, Safeco Insurance Company of America.

10. At all times material hereto, Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, complied with the terms and conditions of their insurance policy.

11. Hail damage is a covered peril not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

D. Count I Breach of Contract

12. Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. OY6976156, issued by the Defendant, Safeco Insurance Company of America, was in effect on May 29, 2012.

14. The acts and omissions of the Defendant, Safeco Insurance Company of America, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant's breach of contract includes, but is not limited to the following: denial of coverage and proper payment on plaintiffs' obviously hail damaged roof and affiliated real property and refusal to pay for general contractors' overhead and profit on Plaintiffs' claim. Defendant was hostile toward the Plaintiffs during the claims process and on several occasions referred to Plaintiff as a "scammer".

E. Count II Bad Faith

15. Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, hereby assert, allege and incorporate paragraphs 1-14 herein.

16. The acts and omissions of the Defendant, Safeco Insurance Company of America, in the investigation, evaluation and payment of Plaintiffs' claim were

unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

F. Count III Punitive Damages

17. Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, hereby assert, allege and incorporate paragraphs 1-16 herein.

18. The unreasonable conduct of the Defendant, Safeco Insurance Company of America, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

19. The Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, hereby request that matters set forth herein be determined by a jury of their peers.

H. Prayer

20. Having properly plead, Plaintiffs, Mark Allan Dale and Lark Lavonne Dale, hereby seek contractual, bad faith and punitive damages against the Defendant, Safeco Insurance Company of America, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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